

Dated

2023

The Mayor and Burgesses of the London Borough of Bromley

and

[]

Licence to use Sports Pitch

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This licence is dated

Parties

- (1) **The Mayor and Burgesses of the London Borough of Bromley**, Civic Centre, Stockwell Close, Bromley BR1 3UH (**Licensor**); and
- (2) [] (**Licensee**).

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this licence.

1.1. Definitions:

Common Parts: such roads, paths, and other means of access in or upon the Sports Pitches the use of which is necessary for obtaining access to and egress from the Sports Pitches as designated from time to time by the Licensor.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Designated Hours: the hours as agreed:

(a) for sport training weekday evenings for no more than [three hours until 9 pm] at the latest.

(b) for sport training and/or playing competitive matches on a [Saturday or Sunday between the hours of 10 am and 5 pm between the months of September and May] in each year

(c) In the event that a competitive match runs past [5 pm] then it shall be permitted to continue until it is finished.

Licence Fee: the amount of a peppercorn if demanded.

Licence Period: the period from and including the date of this licence until the date on which this licence in accordance with clause 5.

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations, and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Permitted Use: to use the Sports Pitch as [rugby/football/cricket]pitches.

Plan: the plan attached to this licence.

Park: the park known as []

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery, and equipment ancillary to those media.

Sport Pitches: the sport pitches within the Park shown edged in green on the Plan or such other space as allocated to the Licensee from time to time under clause 2.2.9

VAT: value added tax or any equivalent tax chargeable in the UK.

- 1.2. Clause, Schedule, and paragraph headings shall not affect the interpretation of this licence.
- 1.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. The Schedule forms part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedule.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended, or re-enacted from time to time.
- 1.8. Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.9. A reference to **writing** or **written** excludes fax and e-mail.
- 1.10. Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11. References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.

- 1.12. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13. A **working day** is any day which is not a Saturday, a Sunday, a bank holiday, or a public holiday in England.
- 1.14. Unless expressly provided otherwise, the obligations and liabilities of Licensee under this licence are joint and several.

2. Licence to occupy

- 2.1. Subject to clause 3 (Licensee's obligations) and clause 5 (Termination), the Licenser permits the Licensee to occupy the Sports Pitches within the Park, for the Permitted Use for the Licence Period, during the Designated Hours in common with the Licenser and all others authorised by the Licenser (so far as is not inconsistent with the rights given to the Licensee to use the Sport Pitches for the Permitted Use) together with the rights mentioned in the Schedule 1 (Rights granted to the Licensee).
- 2.2. The Licensee acknowledges that:
 - 2.2.1. the Licensee shall occupy the Sport Pitches as a licensee and that no relationship of landlord and tenant is created between the Licenser and the Licensee by this licence;
 - 2.2.2. the Licenser retains control, possession and management of the Sport Pitches and the Licensee has no right to exclude the Licenser from the Sport Pitches;
 - 2.2.3. the Licensee has no rights over the Park, except as granted by this licence and that the Park will remain available for public use at all times;
 - 2.2.4. the Licenser, its agents or contractors, retains the right to access the Sport Pitches at all times and for all purposes in connection with ground maintenance. The Licenser shall provide 24 hours prior notice, except in the case of an emergency, no notice shall be given;
 - 2.2.5. the Licenser, its agents or contractors, retains the right to use the Sport Pitches for events upon giving the Licensee, reasonable prior notice. The Licenser shall make good any damage caused to the Sports Pitches by these events;
 - 2.2.6. The licenser retains the right to allow the hire of the Sports Pitches by third parties for at least 15% of the normal playing season for such sports and in the

event of this not being possible due to use by the Lessee then the Lessee shall adopt a procedure whereby casual hire is permitted on a pre-booking basis.

- 2.2.7. the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees;
- 2.2.8. The licensee shall allow the sports pitches to be made available to the Licensor for casual hire by third parties for at least 15% of the normal playing season for such sports and in the event of this not being possible due to use by the Lessee then the Lessee shall adopt a procedure whereby casual hire is permitted on a pre-booking basis and
- 2.2.9. without prejudice to its rights under clause 5 (Termination), the Licensor shall be entitled at any time on giving not less than 14 days' notice to require the Licensee to transfer to alternative space elsewhere within the Park and the Licensee shall comply with such requirement.

3. Licensee's obligations

The Licensee agrees and undertakes:

3.1. Licence Fee and utility costs

to pay:

- 3.1.1. to the Licensor the Licence Fee payable without any deduction in advance on the first day of each week, together with such VAT as may be chargeable on the Licence Fee; and
- 3.1.2. to the relevant suppliers all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Sports Pitches.

3.2. Maintenance

- 3.2.1. to keep the Sport Pitches clean, tidy and clear of rubbish and immediately remove all rubbish resulting from the use of the Sport Pitches following each and every match, training session or event;
- 3.2.2. to undertake all care of the Sports Pitches in line with the Football Foundation Pitch Power Standards or any other relevant football standards at that time. A pitch care plan shall be agreed between the Licensor (and/or its appointed representative) and the Licensee.
- 3.2.3. To be responsible at all times for maintenance safety improvements and reinstatement of the sports pitches and to carry out all necessary works to the satisfaction of the Licensor;
- 3.2.4. To ensure that the correct standard of goal posts, netting and any other equipment is used at all times, are inspected for compliance with requirements prior to each use, inspected and tested as recommended and when they are not being used then they must be stored securely;
- 3.2.5. to inspect the site on a weekly basis to ensure there are no hazards present including missing divots or exposed goalpost covers. The inspection will include checking the goalposts to ensure they are safe (including corrosion of the frames and safety of the top bar and associated lugs). Appropriate remedial repairs must be instigated to mitigate potential insurance claims, which otherwise may be prejudicial to the Licensee. A written log shall be produced, dated, and signed by the Licensee's referee or nominated representative, shall be kept up to date at all times, covering the safety of the site.
- 3.2.6. So far as reasonably possible to keep the Park and the immediately surrounding environment in a clean tidy and hygienic condition at all times and to remove all rubbish resulting from the use of the sports pitches immediately following each and every match training session or event and not to use the Park litter bins for such purpose
- 3.2.7. To implement a recycling regime and policy for all activities within the Park and the immediately surrounding environment at all times and to remove all sorted recycling and rubbish resulting from the use of the Sports Pitches to accredited recycling and refuse facilities
- 3.2.8. To maintain good and sufficient insurance cover for any equipment or facilities used by or belonging to the Licensor at the Park;
- 3.2.9. to keep the items listed in Part 2 of Schedule 2 (Repairing Responsibilities), in good repair and condition and to the reasonable satisfaction of the Licensor's

Assistant Director of Environmental Services or such officer appointed by him/her.

3.3. Use

- 3.3.1. not to use the Sport Pitches other than for the Permitted Use during the Designated Hours;
- 3.3.2. not to do or permit to be done on the Park anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or any owner or occupier of neighbouring Park;
- 3.3.3. not to cause or permit to be caused any damage to:
 - a) the Park, or any neighbouring property; or
 - b) any property of the owners or occupiers of the Park, or any neighbouring property.
- 3.3.4. not to obstruct the accessways and Common Parts of the Park, make them dirty or untidy or leave any rubbish on them;
- 3.3.5. to comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Park;
- 3.3.6. In the event that the Licensee desires to use the sport pitches at any other times then it shall seek the prior written approval of the Lessor or its nominated agent or contractor.
- 3.3.7. to observe any rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Park, Sport Pitches and the Common Parts;
- 3.3.8. to adhere to the Licensor's Sports Statement at Schedule 1
- 3.3.9. not to apply for any planning permission in respect of the Park;
- 3.3.10. not to do anything that will or might constitute a breach of any Necessary Consents affecting the Park or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Park from time to time;

- 3.3.11. not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Sport Pitches without the prior written consent of the Licensor;
- 3.3.12. To use all reasonable endeavours to ensure that all open watercourses are kept free from rubbish and vegetative material and not to permit the discharge of substances or any pollutants into any water systems and to notify the Lessor immediately or any problems which arise relating to the natural drainage systems of the Park;
- 3.3.13. To secure the area and arrange for the immediate safe removal from the sports pitches of any glass, object that may cause harm or asbestos or any other hazardous substances in accordance with current Health and Safety Regulations having previously sought advice from the Lessor's appropriate office for dealing with such substances
- 3.3.14. Not to deposit any grass clippings or similar waste on any part of the Park and not to use any biohazard, chemical, herbicides, insecticide, pesticide, or hazardous liquid, spray or substance in the Park
- 3.3.15. not to hold any events on the Sport Pitches without the written consent of the Licensor. Where such consent is granted to fully adhere to the terms and conditions of such consent. Failure to comply will result in an immediate withdrawal of the consent without any compensation;

3.4. **Alterations and additions**

Not to make any alteration or addition whatsoever to the Sport Pitches, without the prior written consent of the Licensor save for:

- (a) mark out the Sport Pitches for playing [], the installation of goal posts and pitch flags
- (b) install floodlights and thereafter maintain these to the reasonable satisfaction of the Licensor

3.5. **Signage**

- 3.5.1 To provide and maintain clear signage on the Park indicating the Park's name and the various sporting activities which are taking place from time to time with appropriate information for any persons seeking details of membership or information and to notify

the Lessor of any long-term vacancies which may exist from time to time in relation to the use of the Sports Pitches;

- 3.5.2 To ensure that any signs erected on the Park comply with any planning or similar regulations and that such signs do not present a hazard to Park users, are safe and maintained in good working order with up-to-date information and are free as far as reasonably possible from graffiti

3.6. **Goal Posts**

- 3.6.1 Erect goal posts on one occasion per annum during week 35 (end August) the Lessee shall erect goals and sockets, first removing the socket caps and storing. All fittings shall be tightly secured, square and level, firm and safe for use;
- 3.6.2 Goals may not be erected prior to week 35 (end August) on any site without prior written consent from the Licensor's nominated contractor;
- 3.6.3 At the end of the playing season, normally week 22 (at the end of the first week of June) the Licensee shall dismantle the football posts and reinstate socket caps, refitting securely to socket holes;
- 3.6.4 to ensure that the posts are securely fixed and maintained in a safe condition at all times. Any goal(s) and /or goal socket(s) removed until suitable repairs can be made to the satisfaction of the Licensor

3.7. **Insurance and liability**

- 3.7.1. to maintain throughout the Licence Period insurance for a minimum amount of £10,000,000 (ten million pounds) against liability to third parties for loss, injury or damage arising from the Licensee's use of the Sport Pitches and to produce on reasonable demand by the Licensor or its authorised officer evidence of the insurance and payment of the current premium payable;
- 3.7.2. to maintain insurance for any property, equipment or facilities used by or belonging to the Licensee within the Sports Pitches.

3.8. **Indemnity**

To indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses, or other liability in any way arising from:

- a) this licence;

- b) any breach of the Licensee's undertakings contained in clause 3 (Licensee's obligations); and/or
- c) the exercise of any rights given in clause 2 (Licence to occupy);

3.9. Car Parking

- 3.7.1 Not to permit the parking of motor vehicles in the Park or on the Sports Pitches other than in areas designated for parking by the Licensor save that disabled users and delivery vehicles carrying items which are too heavy to carry may whilst avoiding the Sports Pitches drive across and park temporarily upon the non-playing grass areas on condition that all drivers must avoid Park users and be diligent towards Park safety at all times including the use of hazard lights and drive at a maximum speed of five mph
- 3.7.2 Not at any time to cause or permit any of the accessways leading to or within the Park to be obstructed by any item or vehicles of any kind;
- 3.7.3 To use all reasonable endeavours to encourage all persons using the Park not to park in the roads surrounding the Park and to actively promote a sustainable transport policy wherever possible

3.10. Events

- 3.9.1 To allow the Licensor and others upon giving reasonable prior notice to use the Park for special events such as fun runs carnivals charitable events or any other similar events with the event organisers taking all reasonable precautions as necessary to protect the Sports Pitches and if any damage is caused during the event to those parts of the Park normally used by the Licensee then to agree upon the standard of repair to be undertaken by the Licensor to the satisfaction of both the Licensor and the Licensee PROVIDED THAT in the event that a dispute arises as to the standard of repair then the Licensor's decision shall be final and binding upon the parties
- 3.9.2 Not without the previous written consent of the Licensor to allow or permit any part of the Park to be used for special events such as fun runs carnivals circuses rallies charitable events or any other similar special events and in the case that written consent is granted by the Licensor to abide fully by the terms and conditions of such written consent and any failure to comply with the said terms and conditions will result in an immediate withdrawal of the consent without any compensation being paid to the Licensee or any other person
- 3.9.3 To permit the Licensor at its sole discretion from time to time to organise special events within the Park such as those listed in clause 3.9.2 and to co-operate fully with the Licensor's requirements in relation thereto

3.11. Management

- 3.11.1. To ensure that there is at all times proper management of any annual membership/season tickets or casual playing on the Park by the authorised users which shall include the determination of all fees for the various sporting activities taking place so as to cover all the running costs save for any grant funds which may be received from the Licensor at its absolute discretion;
- 3.11.2. To use all income (except for membership fees) received from the various sporting activities taking place upon the sports pitches for the maintenance management and improvement of the Sports Pitches and such sporting activities and to report to the Licensor or its nominated Agent or Contractor details of the income received on an annual basis;
- 3.11.3. At all times to promote and encourage all users of the sporting activities to engage in composting and recycling or organic and similar waste materials

4. Licensors obligations

The Licensor shall be responsible for the repair and maintenance of the items listed in Schedule 2 (Repairing Responsibilities).

5. Termination

- 5.1. This licence shall end on the earliest of:
 - a) the expiry of any notice given by the Licensor to the Licensee at any time on breach of any of the Licensee's obligations contained in clause 3 (Licensee's obligations); and
 - b) the [expiry of not less than nine months' notice] given by the Licensor to the Licensee or by the Licensee to the Licensor.
- 5.2. Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

6. Notices

- 6.1. Any notice or other communication given to a party under or in connection with this licence shall be in writing and shall be given by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

- 6.2. If a notice or other communication complies with the criteria in clause 6, it shall be deemed to have been received:
- a) if delivered by hand, at the time the notice or other communication is left at the proper address; or
 - b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.
- 6.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 6.4. A notice or other communication given under this licence is not valid if sent by e-mail or fax.

7. No warranties for use or condition

- 7.1. The Licensor gives no warranty that the Park possesses the Necessary Consents for the Permitted Use.
- 7.2. The Licensor gives no warranty that the Park is physically fit for the purposes specified in clause 2 (Licence to occupy).
- 7.3. The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in clause 7 or clause 7.1.
- 7.4. Nothing in this clause shall limit or exclude any liability for fraud.

8. Limitation of Licensor's liability

- 8.1. Subject to clause 8.1, the Licensor is not liable for:
- a) the death of, or injury to the Licensee, its employees, customers or invitees to the Park; or
 - b) damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Park; or
 - c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Park in the exercise or purported exercise of the rights granted by clause 2.
- 8.2. Nothing in clause 8 shall limit or exclude the Licensor's liability for:

- a) death or personal injury or damage to Park caused by negligence on the part of the Licensor or its employees or agents; or
- b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

9. Third party rights

This licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

10. Governing law

This licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

11. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this licence or its subject matter or formation.

This licence has been entered into on the date stated at the beginning of it.

Schedule 1 Rights granted to Licensee

1. The right for the Licensee to use during the Designated Hours:
 - 1.1 Such parts of the Common Parts of the Park for the purpose of access to and egress from the Sports Pitches as shall from time to time be designated by the Licensor for such purpose.
 - 1.2 The Service Media serving the Park.

Schedule 2 – REPAIRING RESPONSIBILITIES

ITEM	RESPONSIBILITY
Grass cutting, edging & weed control	Licensor
Maintenance of shrubs & hedges	Licensor
Maintenance of flower beds	Licensor
Landscape improvements	Licensor
Sweeping of footpaths & hard surfaces including weed control	Licensor
Emptying/maintaining litter bins	Licensor
Emptying/maintaining dog bins	Licensor
Tractor operations: harrowing, spiking	Licensor
Initial marking out and re-marking if pitches	Licensee*
Pitch reseeding or overseeding	Licensor**
Repair and reinstatement of centre spot, divots, try lines	Licensee*
Removal of litter after games	Licensee
Procurement, installation & maintenance of rugby/ football goals, posts, sockets and other equipment	Licensee
Management of rugby/ football posts	Licensee
Dismantling and safe storage of rugby/ football posts	Licensee
Capping of rugby/ football post sockets	Licensee
Inspection of rugby/ football posts to ensure safe operation	Licensee
Upkeep of weekly safety log	Licensee
Inspection/pruning of trees	Licensor
Maintenance of water supplies, sewers & drains	Licensor
Maintenance of the floodlights	Licensee***

* These services can be procured via the Licensor

** This service can be part undertaken by the Licensor but only to the extent that it involves reseeding or overseeding.

*** To be deleted as appropriate (if Floodlights are not present on site).

Schedule 3 Sports Statement

The London Borough of Bromley, IdVerde, Pro-active Bromley and independent Delegated Sports Managers work together to promote and deliver sport and recreation across the borough. The partnership aims to encourage healthy, active lifestyles and increase participation in sport and physical activity across the borough. The aims of this partnership are to produce the following:

- A diverse set of facilities which in turn help diversify the type and number of active users that one space can accommodate.
- Facilities that support activities that align with the needs of the local economy and communities.
- Facilities that ensure all sectors of the community can actively participate in recreational and sporting activities.
- Environmentally friendly and sustainable designs to sporting facilities that are a positive addition to the existing landscape.

Signed by The Mayor and Burgesses of
the London Borough of Bromley (Licensor)

.....

Authorised signatory

Signed by
On behalf of AFC Shortlands (Licensee)

.....

Authorised signatory